

EXHIBIT D



MARCIA GOLDEN WEINER
COUNSEL

(617) 357-9500

December 28, 1994

Gary C. Duvall, Esq.
Miles & Stockbridge
600 Washington Avenue
Towson, Maryland 21204

RE: BILLY ADAMS-FARRELL
P-651-016723-01/4

Dear Mr. Duvall:

This letter is in response to your letter dated September 29, 1994. We have completed all of our searches for any comprehensive general liability policies issued to Farrel-Birmingham Company and have located portions of the enclosed policies: LG1-614-004436-029 issued to Farrel Company, Division of USM Corporation effective July 1, 1969 to July 1, 1970, and policies issued to Farrel-Birmingham Company, LP1-614-004436-131, effective August 1, 1961 to August 1, 1962, and LP1-614-004436-091, effective April 1, 1961 to April 1, 1964 (This policy indicates on its face that it was cancelled, and it is presently unclear whether this policy was cancelled prior to the 4/1/64 date). Please note that these latter two policies exclude products/completed operations coverage, and apply only to the specified projects designated in those policies. We have also located portions of excess policy no. LE1-614-004436-168, effective July 1, 1968 to July 1, 1969.

Please note that Liberty has been unable to locate the following alleged general liability policies and/or excess policies requested in your letter:

LP1-614-004436-020 7/1/60 - 7/1/61
LP1-614-004436-023 7/1/63 - 7/1/64
LP1-614-004436-024 7/1/64 - 7/1/65
LP1-614-004436-025 7/1/65 - 7/1/66
LP1-614-004436-026 7/1/66 - 7/1/67
LE1-614-004436-165
LE1-614-004436-169
LE1-614-004436-170
LE1-614-004436-171

003856

Lastly, with respect to your request to locate the Farrel policies AE1-614-004436-031, AR1-614-004436-218, and WC1-614-004436-010, the AE and AR policies are both automobile liability policies. The AE policy is a comprehensive auto policy, and the AR policy is a Canadian policy. The WC policy is a workers' compensation policy issued to Farrel. Neither the workers' compensation policy nor the auto policies will have any bearing on these claims and accordingly Liberty Mutual will not search for these policies with respect to this claim.

Based upon the above, Liberty confirms that it will assume its pro rata share of the defense of the above-referenced case, based upon the dates of its confirmed general liability coverage effective from 7/1/67 to 5/4/76. Liberty does not believe that sufficient evidence exists concerning the terms, limits and conditions of the alleged general liability coverage from 1964 to 7/1/67 to establish that such policies would apply to the type of claims involved in this matter. Lorren Beneke, the Senior Environmental Claims Specialist handling this matter, will be contacting you shortly in order to finalize the actual percentage of Liberty's participation, as well as to address any additional questions you may have.

Very truly yours,

Marcia Golden Weiner

Marcia Golden Weiner

Enclosure

cc: Home Office Environmental Claims: Lorren Beneke

003857